

**WIRELESS INTERCONNECTION AND COMPENSATION
AGREEMENT**

BETWEEN

WOOD COUNTY TELEPHONE COMPANY

AND

UNITED STATES CELLULAR CORPORATION

TABLE OF CONTENTS

- I. Article I**
 - 1. Introduction**
 - 2. Recitals**

- II. Article II**
 - 1. Definitions**
 - 2. Interpretation and Construction**
 - 3. Scope**
 - 4. Service Agreement**
 - 5. Compensation**
 - 6. Notice of Changes**
 - 7. General Responsibilities of the Parties**
 - 8. Term and Termination**
 - 9. Cancellation Charges**
 - 10. Non-Severability**
 - 11. Indemnification**
 - 12. Limitation of Liability**
 - 13. Regulatory Approval**
 - 14. Pending Judicial Appeals and Regulatory Reconsideration**
 - 15. Most Favored Nation Provision**
 - 16. Miscellaneous**

I. Article I

1. INTRODUCTION

This Interconnection and Compensation Agreement (“Agreement”) is effective as of the __ day of _____, 2001 (the “Effective Date”), by and between Wood County Telephone Company ("Wood County") with offices at 440 East Grand Avenue, Wisconsin Rapids, Wisconsin 54495, and United States Cellular Corporation ("US Cellular") with offices at 8410 West Bryn Mawr, Suite 700, Chicago, Illinois, 60631.

2. RECITALS

WHEREAS, Wood County is an incumbent Local Exchange Carrier in the State of Wisconsin;

WHEREAS, US Cellular is a Commercial Mobile Radio Service provider of two-way mobile communications services and services incidental thereto operating within the state of Wisconsin;

WHEREAS, Wood County and US Cellular exchange calls between their networks and wish to establish Interconnection and Compensation arrangements for exchange of traffic as specified below;

WHEREAS, the Parties are entering into this Agreement pursuant to Section 251(b)(5) of the Communications Act of 1934, as amended by inter alia the Telecommunications Act of 1996.

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Wood County and US Cellular hereby agree as follows:

II. Article II

1. DEFINITIONS

Special meanings are given to common words in the telecommunications industry, and coined words and acronyms are common in the custom and usage in the industry. Words used in this contract are to be understood according to the custom and usage of the telecommunications industry, as an exception to the general rule of contract interpretation that words are to be understood in their ordinary and popular sense. In addition to this rule of interpretation, the

following terms used in this Agreement shall have the meanings as specified below:

- 1.1 “Act” means the Communications Act of 1934, as amended.
- 1.2 “As Defined in the Act”, means as specifically defined by the Act, as may be interpreted from time to time by the FCC, Commission, Wisconsin state courts and federal courts.
- 1.3 “As Described in the Act” means as described in or required by the Act, as may be interpreted from time to time by the FCC, Commission, Wisconsin state courts and federal courts.
- 1.4 “Affiliate” means a person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person. For purposes of this paragraph, the term “own” means to own an equity interest (or the equivalent thereof) of more than 10 percent.
- 1.5 “Central Office Switch” means, in the context of a LEC network, a switch used to provide Telecommunications Services, including, but not limited to:
 - (a) “End Office Switch” is a switch in which the subscriber station loops are terminated for connection to trunks. The subscriber receives terminating, switching, signaling, transmission, and related functions for a defined geographic area by means of an end office switch.
 - (b) “Remote End Office Switch” is a switch in which the subscriber station loops are terminated. The control equipment providing terminating, switching, signaling, transmission, and related functions would reside in a host office. Local switching capabilities may be resident in a remote end office switch.
 - (c) “Host Office Switch” is a switch with centralized control over the functions of one or more remote end office switches. A host office switch can serve as an end office as well as providing services to other remote end offices requiring terminating, signaling, transmission, and related functions including local switching.
 - (d) “Tandem Office Switch” is a switching system that establishes trunk-to-trunk connections. Local tandems switch calls from one end office to another within the same geographic area, and access tandems switch traffic from host or end offices to and from an interexchange carrier. A tandem office switch can provide host office or end office switching functions as well as the tandem functions.

A Central Office Switch may also be employed as a combination End Office/Tandem Office Switch.

- 1.6 “Commercial Mobile Radio Services” or “CMRS” means Commercial Mobile Radio Services as defined in 47 C.F.R. Part 20.
- 1.7 “Commission” means the Public Service Commission of Wisconsin.
- 1.8 “Effective Date” means the date first above written.
- 1.9 “FCC” means the Federal Communications Commission.
- 1.10 “Interconnection” for purposes of this Agreement is the linking of Wood County and US Cellular networks for the exchange of telecommunications traffic described in this Agreement.
- 1.11 “Interexchange Carrier” or “IXC” means a carrier that provides or carries, directly or indirectly, InterLATA Service or IntraLATA Toll Traffic; provided however that a CMRS provider is not considered an IXC.
- 1.12 “InterLATA Service” means landline originated telecommunications between a point located in a local access and transport area and a point located outside such area.
- 1.13 “IntraLATA Toll Traffic” means those landline originated intraLATA station calls that are not defined as Local Telecommunications Traffic in this Agreement.
- 1.14 “Local Access and Transport Area” or “LATA” means a contiguous geographic area:
 - (A) Established before February 8, 1996, by a Bell operating company such that no exchange area includes points within more than 1 metropolitan statistical area, consolidated metropolitan statistical area, or State, except as expressly permitted under the AT&T Consent Decree; or
 - (B) Established or modified by a Bell operating company after February 8, 1996, and approved by the Commission. 47 U.S.C. §153(25).
- 1.15 “Local Service Area” means, for US Cellular, Major Trading Area Number No. 20 Milwaukee and for Wood County, its local calling area contained in Wood County’s then current General Subscriber Service Tariff.
- 1.16 “Local Telecommunications Traffic” is defined for purposes of compensation under this Agreement is defined as telecommunications traffic that (a) originates by a customer or roamer of one Party on that Party's network, (b) terminates within the same MTA to a customer or roamer of the other Party on the other

Party's network, and (c) may be handled pursuant to an agreement between the originating Party and a carrier which performs only a transiting function for the originating Party in lieu of a direct connection between the Parties, provided that the customer of US Cellular is a two-way wireless CMRS customer. For purposes of determining whether traffic originates or terminates within the same MTA, and therefore whether the traffic is local under this Agreement, the originating and terminating point for Wood County shall be the end office serving the calling or called party, and for US Cellular shall be the originating or terminating cell site location which services the calling or called party at the beginning of the call.

- 1.17 “Local Exchange Carrier” or “LEC” means any person that is engaged in the provision of telephone exchange service or exchange access. Such term does not include a person insofar as such person is engaged in the provision of a commercial mobile service under Section 332(c) of the Act, except to the extent that the Federal Communications Commission finds that such service should be included in the definition of such term.
- 1.18 “Major Trading Area” or “MTA” means Major Trading Area as defined by the FCC.
- 1.19 "Mobile Service" means a radio communication service carried on between mobile stations or receivers and land stations, and by mobile stations communicating among themselves, and includes (A) both one-way and two-way radio communication services, (B) a mobile service which provides a regularly interacting group of base, mobile, portable, and associated control and relay stations (whether licensed on an individual, cooperative, or multiple basis) for private one-way or two-way land mobile radio communications by eligible users over designated areas of operation, and (C) any service for which a license is required in a personal communications service established pursuant to the FCC proceeding entitled "Amendment to the Commission's Rules to Establish New Personal Communications Services" (GEN Docket No. 90-314; ET Docket No. 92-100), or any successor proceeding. 47 U.S.C. §153(27).
- 1.20 "Mobile Station" means a radio-communication station capable of being moved and which ordinarily does move. 47 U.S.C. §153(28).
- 1.21 “MSC” or “Mobile Switching Center” – A switch which is used to connect and switch trunk circuits within the wireless network and with the public switched network for CMRS traffic by a CMRS provider.
- 1.22 “Non-Local Traffic” – All traffic which is not Local Telecommunications Traffic, as defined in Section 1.16 hereof is Non-Local Traffic and will not be subject to Reciprocal Compensation.
- 1.23 “NPA” or the “Number Plan Area” also referred to as an “Area Code” refers to the three-digit code which precedes the NXX in a dialing sequence and identifies

the general calling area within the North American Numbering Plan scope to which a call is routed to (i.e., NPA/NXX-XXXX).

- 1.24 “NXX” means the three-digit code, which appears as the first three digits of a seven-digit telephone number within a valid NPA or Area Code.
- 1.25 “Party” means either Wood County or US Cellular, and "Parties" means Wood County and US Cellular.
- 1.26 “Point of Interconnection” or “POI” means that technically feasible point of demarcation where the exchange of Local Telecommunications Traffic between two carriers takes place.
- 1.27 “Rate Center” means the specific geographic point and corresponding geographic area that is associated with one or more NPA-NXX codes that have been assigned to an incumbent LEC for its provision of telecommunications services.
- 1.28 “Reciprocal Compensation” means an arrangement between two carriers in which each receives a symmetrical compensation rate from the other carrier for the transport and termination on each carrier’s network of Local Telecommunications Traffic, as defined in Section 1.16 above, that originates on the network facilities of the other carrier.
- 1.29 “Telecommunications” means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.
- 1.30 “Telecommunications Carrier” means any provider of telecommunications services, except that such term does not include aggregators of telecommunications services (as defined in 47 U.S.C. Section 226(a)(2)).
- 1.31 “Termination” means the switching of Local Telecommunications Traffic at the terminating carrier’s end office switch, or equivalent facility, and delivery of such traffic to the called party’s premises.
- 1.32 “Transiting Traffic” is traffic that originates from one provider’s network, “transits” one or more other provider’s network substantially unchanged, and terminates to yet another provider’s network.
- 1.33 “Transport” means the transmission and any necessary tandem switching of Local Telecommunications Traffic subject to Section 251(b)(5) of the Act from the interconnection point between the two carriers to the terminating carrier’s end office switch that directly serves the called party, or equivalent facility provided by a carrier other than an incumbent LEC .

- 1.34 “Type 1 Service” often referred to as a line-side trunk connection, is a service that involves interconnection to a telephone company end office. A type 1 Service is offered in connection with the provision of telephone numbers hosted by a Wood County switch.
- 1.35 “Type 2 Service” often referred to as a trunk side connection, is a service that involves interconnection to a telephone company end office (Type 2-B) or tandem (Type 2-A).

2.0 INTERPRETATION AND CONSTRUCTION

All references to Sections, Exhibits and Schedules shall be deemed to be references to Sections of, and Exhibits and Schedules to, this Agreement unless the context shall otherwise require. The headings of the Sections and the terms are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning of this Agreement. Unless the context shall otherwise require, any reference to any agreement, other instrument or other third party offering, guide or practice, statute, regulation, rule or tariff is for convenience of reference only and is not intended to be a part of or to affect the meaning of a rule or tariff as amended and supplemented from time-to-time (and, in the case of a statute, regulation, rule or tariff, to any successor provision).

3.0 SCOPE

This Agreement is intended, *inter alia*, to describe and enable specific Interconnection and Reciprocal Compensation arrangements between the Parties. This Agreement does not obligate either Party to provide arrangements not specifically provided for herein.

This Agreement relates to exchange of traffic between Wood County and US Cellular. US Cellular represents that it is a CMRS provider of telecommunications service to subscribers in the MTA 20 (Milwaukee). US Cellular’s NXXs are listed in the LERG under OCN 6274.

This Agreement is limited to traffic of Wood County end user customers for which Wood County has tariff authority to carry. This Agreement is limited to traffic of US Cellular end user customers to which US Cellular provides telecommunications services on a two-way wireless, mobile basis (i.e. excluding fixed wireless service).

4.0 SERVICE AGREEMENT

Description of Arrangements. This Agreement provides for the following interconnection and arrangements between the networks of Wood County and US Cellular. Additional arrangements that may be agreed to in the future will be delineated in an addendum to this Agreement. Routing of traffic shall be as described in this section, except that, alternatives may be employed in the event of emergency or temporary equipment failure.

4.1 Interconnection at Wisconsin Rapids: US Cellular has been assigned blocks of numbers (459-1XXX, 459-7XXX, 421-63XX, 421-9XXX, 451-XXXX), (“Number Blocks”) at Wood County’s Wisconsin Rapids host office. A two-way direct trunk group is provisioned between the Wood County’s Wisconsin Rapids end office switch and US Cellular’s network in the Wisconsin Rapids exchange. Applicable tariff charges for establishing and provisioning the two-way trunk group are billed by Wood County to US Cellular.

A. Landline to Wireless:

Local Service Area calls from Wood County customers to US Cellular customers served by Number Blocks shall be routed from Wood County’s Wisconsin Rapids Tandem Office Switch to US Cellular via the two-way direct trunk group. All other landline to wireless calls shall be routed in accordance with Telcordia’s Traffic Routing Administration instructions.

B. Wireless to Landline:

Calls originated on US Cellular’s network within MTA #20 (Milwaukee) to Wood County’s customers shall be routed from US Cellular’s network via the two-way direct trunk group to the Wood County’s Wisconsin Rapids Tandem Office Switch for termination by Wood County to its customers, as appropriate. All other wireless to landline calls shall be routed in accordance with Telcordia’s Traffic Routing Administration instructions.

4.2 Indirect Traffic to Wood County: To the extent that US Cellular and Ameritech or US Cellular and another LEC, have entered into or may enter into contractual arrangements for the delivery of US Cellular traffic to Wood County for termination to Wood County’s customers (i.e., traffic that is not covered elsewhere in this Agreement and Wood County is not being compensated for by the transiting LEC), Wood County will accept this traffic subject to the compensation arrangements as outlined in Section 5 below.

4.3 Transit Traffic: The Parties acknowledge and agree that this Agreement is intended to govern the exchange of traffic to and from the Parties’ respective networks only. Traffic originated by a Party and delivered to the other Party for termination to the network of a non-party Telecommunications Carrier (“Non-Party Carrier”) may be delivered to a Non-Party Carrier. If a Non-Party Carrier objects to the delivery of such traffic, then either Party to this Agreement may

request direction from the Commission, FCC, Wisconsin state courts or federal courts. The transiting Party will continue to perform transiting functions for the other Party pending ruling from the Commission, FCC, Wisconsin state courts or federal courts. The Party performing such transiting function will bill the other Party the transiting charge, as specified in Section 5 below. In order for Non-Party Carrier to bill the other Party for charges it is obligated to pay the Non-Party Carrier, the Party performing the transiting function must provide total minutes of transiting traffic terminating to the Non-Party Carrier. US Cellular shall not perform a transiting function pursuant to this Agreement.

5.0 COMPENSATION

The Parties agree that only compensation for traffic subject to this Agreement will be in the form of the reciprocal services provided by the other Party, and no billing statements will be issued by either Party.

6.0 NOTICE OF CHANGES

If a Party contemplates a change in its network, which it believes will materially affect the inter-operability of its network with the other Party, the Party making the change shall provide at least ninety (90) days advance written notice of such change to the other Party. However, when changes are necessitated by emergencies or other circumstances outside of the control of the Party, 2 hours written notice shall be required.

7.0 GENERAL RESPONSIBILITIES OF THE PARTIES

7.1 Each Party is individually responsible to provide facilities within its network which are necessary for routing, transporting and, consistent with Section 5, measuring and billing traffic from the other Party's network and for delivering such traffic to the other Party's network in a mutually acceptable format, and to terminate the traffic it receives in that mutually acceptable format to the proper address on its network. The Parties are each solely responsible for participation in and compliance with national network plans, including The National Network Security Plan and The Emergency Preparedness Plan. Neither Party shall use any service related to or use any of the services provided in this Agreement in any manner that prevents other persons from using their service or destroys the normal quality of service to other carriers or to either Party's customers, and subject to 60 days' written notice and a reasonable opportunity of the offending Party to cure

any such violation, either Party may discontinue or refuse service if the other Party violates this provision.

- 7.2 All interconnection facilities will be at a DS1 level, multiple DS1 level, or DS3 level and will conform to industry standards. All two-way trunk facilities will be engineered to a P.01 grade of service. (The technical reference for DS1 facilities is Telcordia TR-NWT-000499. The technical reference for trunking facilities is Telcordia TR-NPL-000145.)
- 7.3 Each Party is solely responsible for the services it provides to its customers and to other Telecommunications Carriers.
- 7.4 Each Party is responsible for managing NXX codes assigned to it.
- 7.5 Each Party is responsible for obtaining Local Exchange Routing Guide ("LERG") listings of the Common Language Location Identifier ("CLLI") assigned to its switches.
- 7.6 Each Party shall use the LERG published by Telcordia or its successor for obtaining routing information and shall provide all required information to Telcordia for maintaining the LERG in a timely manner.
- 7.7 SS7 Out of Band Signaling (CCS/SS7) shall be the signaling of choice for Type 2 trunks, where it is technically feasible for both Parties. Use of a third party provider of SS7 trunks, for connecting US Cellular to the Wood County SS7 systems is permitted. Such connections shall meet generally accepted industry technical standards.

8.0 TERM AND TERMINATION

- 8.1 Subject to the provisions of Sections 13, the initial term of this Agreement shall be for one (2) year term ("Term") which shall commence on the Effective Date. This Agreement shall automatically renew for successive six-month periods, unless, not less than thirty (30) days prior to the end of the Term or any renewal term, either party notifies the other party of its intent to terminate this Agreement or re-negotiate a new Agreement. In the event of such re-negotiation, this Agreement shall remain in effect until such time that a new agreement becomes effective.
- 8.2 Upon termination or expiration of this Agreement in accordance with this Section, each Party's indemnification obligations shall survive termination or expiration of this Agreement.

8.3 Either Party may terminate this Agreement in whole or in part in the event of a default of the other Party, provided, however, that the non-defaulting Party notifies the defaulting Party in writing of the alleged default and the defaulting Party does not implement mutually acceptable steps to remedy such alleged default within thirty (30) days after receipt of written notice thereof.

9.0 CANCELLATION CHARGES

Except as provided herein, no cancellation charges shall apply.

10.0 NON-SEVERABILITY

US Cellular recognizes that Wood County must provision facilities in order to allow for exchange of traffic under this Agreement, and agrees that compensation for establishing and provisioning these facilities is non-severable from provisioning of such facilities.

11.0 INDEMNIFICATION

11.1 Each Party (the "Indemnifying Party") shall indemnify and hold harmless the other Party ("Indemnified Party") from and against loss, cost, claim liability, damage, and expense (including reasonable attorney's fees) to customers and other third parties for:

- (1) damage to tangible personal property or for personal injury proximately caused by the negligence or willful misconduct of the Indemnifying Party, its employees, agents or contractors;
- (2) claims for libel, slander, or infringement of copyright arising from the material transmitted over the Indemnified Party's facilities arising from the Indemnifying Party's own communications or the communications of such Indemnifying Party's customers; and
- (3) claims for infringement of patents arising from combining the Indemnified Party's facilities or services with, or the using of the Indemnified Party's services or facilities in connection with, facilities of the Indemnifying Party.

Neither Party shall accept terms of a settlement that involves or references the other Party in any matter without the other Party's approval.

Notwithstanding this indemnification provision or any other provision in the Agreement, neither Party, nor its parent, subsidiaries, affiliates, agents, servants, or employees, shall be liable to the other for Consequential Damages (as defined in Section 12.3).

- 11.2** The Indemnified Party will notify the Indemnifying Party promptly in writing of any claims, lawsuits, or demands by customers or other third parties for which the Indemnified Party alleges that the Indemnifying Party is responsible under this Section, and, if requested by the Indemnifying Party, will tender the defense of such claim, lawsuit or demand.
- (1) In the event the Indemnifying Party does not promptly assume or diligently pursue the defense of the tendered action, then the Indemnified Party may proceed to defend or settle said action and the Indemnifying Party shall hold harmless the Indemnified Party from any loss, cost liability, damage and expense.
 - (2) In the event the Party otherwise entitled to indemnification from the other elects to decline such indemnification, then the Party making such an election may, at its own expense, assume defense and settlement of the claim, lawsuit or demand.
 - (3) The Parties will cooperate in every reasonable manner with the defense or settlement of any claim, demand, or lawsuit.

12.0 LIMITATION OF LIABILITY

- 12.1** No liability shall attach to either Party, its parents, subsidiaries, affiliates, agents, servants, employees, officers, directors, or partners for damages arising from errors, mistakes, omissions, interruptions, or delays in the course of establishing, furnishing, rearranging, moving, terminating, changing, or providing or failing to provide services or facilities (including the obtaining or furnishing of information with respect thereof or with respect to users of the services or facilities) in the absence of gross negligence or willful misconduct.
- 12.2** Except as otherwise provided in Section 11.0, no Party shall be liable to the other Party for any loss, defect or equipment failure caused by the conduct of the first Party, its agents, servants, contractors or others acting in aid or concert with that Party, except in the case of gross negligence or willful misconduct.
- 12.3** In no event shall either Party have any liability whatsoever to the other Party for any indirect, special, consequential, incidental or punitive damages, including but not limited to loss of anticipated profits or revenue or other economic loss in connection with or arising from anything said, omitted or done hereunder (collectively, "Consequential Damages"), even if the other Party has been advised of the possibility of such damages.

13.0 REGULATORY APPROVAL

The Parties understand and agree that this Agreement will be filed with the Commission. Each Party covenants and agrees to fully support approval of this Agreement by the Commission under Section 252(e) of the Act without modification. The Parties, however, reserve the right to seek regulatory relief or adjudicative relief and otherwise seek redress from each other regarding performance and implementation of this Agreement. In the event the Commission rejects this Agreement in whole or in part, the Parties agree to meet and negotiate in good faith to arrive at a mutually acceptable modification of the rejected portion(s). Further, this Agreement may be subject to change, modification, or cancellation if required by a final non-appealable order of a regulatory authority or court in the exercise of its lawful jurisdiction.

The Parties agree that their entrance into this Agreement is without prejudice to any positions they may have taken previously, or may take in future, in any legislative, regulatory, judicial or other public forum addressing any matters, including matters related to the same types of arrangements covered in this Agreement.

14.0 PENDING JUDICIAL APPEALS AND REGULATORY RECONSIDERATION

The Parties acknowledge that the respective rights and obligations of each Party as set forth in this Agreement are based on the text of the Act and the rules and regulations promulgated thereunder by the FCC and the Commission as of the Effective Date ("Applicable Rules"). In the event of any amendment to the Act, any effective legislative action or any effective, final and non-appealable regulatory or judicial order, rule, regulation, arbitration award, dispute resolution procedures under this Agreement or other legal action purporting to apply the provisions of the Act to the Parties or in which the FCC or the Commission makes a generic determination that is generally applicable which revises, modifies or reverses the Applicable Rules (individually and collectively, Amended Rules), either Party may, to the extent permitted or required, by providing written notice to the other party, require that the affected provisions of this Agreement be renegotiated in good faith and this Agreement shall be amended accordingly to reflect the pricing, terms and conditions of each such Amended Rules relating to any of the provisions in this Agreement.

15.0 MOST FAVORED NATION PROVISION

In accordance with Section 252(i) of the Act, US Cellular shall be entitled to obtain from Wood County any Interconnection/Compensation arrangement

provided by Wood County to any other CMRS provider that has been filed and approved by the Commission, for services described in such agreement, on the same rates, terms and conditions.

16.0 MISCELLANEOUS

16.1 Authorization

16.1.1 Wood County is a corporation duly organized, validly existing and in good standing under the laws of the State of Wisconsin and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder, subject to any necessary regulatory approval.

16.1.2 US Cellular is a corporation duly organized, validly existing and in good standing under the laws of the State of Wisconsin and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder, subject to any necessary regulatory approval.

16.2 Compliance. Each Party shall comply with all applicable federal, state, and local laws, rules, and regulations applicable to its performance under this Agreement.

16.3 Independent Contractors. Neither this Agreement, nor any actions taken by US Cellular or Wood County in compliance with this Agreement, shall be deemed to create an agency or joint venture relationship between US Cellular and Wood County, or any relationship other than that of co-carriers. Neither this Agreement, nor any actions taken by US Cellular or Wood County in compliance with this Agreement, shall create a contractual, agency, or any other type of relationship or third party liability between US Cellular and Wood County end users or others.

16.4 Force Majeure. Neither Party shall be liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence including, without limitation, acts of nature, acts of civil or military authority, government regulations, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, work stoppages, equipment failure, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities or acts or omissions of transportation carriers (collectively, a "Force Majeure Event"). If any Force Majeure condition occurs, the Party delayed or unable to perform shall give immediate notice to the other Party and shall take all reasonable steps to correct the force majeure condition. During the pendency of the Force Majeure, the duties of the Parties under this Agreement affected by the Force Majeure condition shall be abated and shall resume without liability thereafter.

16.5 Confidentiality

- 16.5.1** Any information such as specifications, drawings, sketches, business information, forecasts, models, samples, data, computer programs and other software and documentation of one Party (a Disclosing Party) that is furnished or made available or otherwise disclosed to the other Party or any of its employees, contractors, or agents (its "Representatives" and with a Party, a "Receiving Party") pursuant to this Agreement ("Proprietary Information") shall be deemed the property of the Disclosing Party. Proprietary Information, if written, shall be clearly and conspicuously marked "Confidential" or "Proprietary" or other similar notice, and, if oral or visual, shall be confirmed in writing as confidential by the Disclosing Party to the Receiving Party within ten (10) days after disclosure. Unless Proprietary Information was previously known by the Receiving Party free of any obligation to keep it confidential, or has been or is subsequently made public by an act not attributable to the Receiving Party, or is explicitly agreed in writing not to be regarded as confidential, such information: (i) shall be held in confidence by each Receiving Party; (ii) shall be disclosed to only those persons who have a need for it in connection with the provision of services required to fulfill this Agreement and shall be used by those persons only for such purposes; and (iii) may be used for other purposes only upon such terms and conditions as may be mutually agreed to in advance of such use in writing by the Parties. Notwithstanding the foregoing sentence, a Receiving Party shall be entitled to disclose or provide Proprietary Information as required by any governmental authority or applicable law, upon advice of counsel, only in accordance with Section 16.5.2 of this Agreement.
- 16.5.2** If any Receiving Party is required by any governmental authority or by applicable law to disclose any Proprietary Information, then such Receiving Party shall provide the Disclosing Party with written notice of such requirement as soon as possible and prior to such disclosure. The Disclosing Party may then seek appropriate protective relief from all or part of such requirement. The Receiving Party shall use all commercially reasonable efforts to cooperate with the Disclosing Party in attempting to obtain any protective relief which such Disclosing Party chooses to obtain.
- 16.5.3** In the event of the expiration or termination of this Agreement for any reason whatsoever, each Party shall return to the other Party or destroy all Proprietary Information and other documents, work papers and other material (including all copies thereof) obtained from the other Party in connection with this Agreement and shall use all reasonable efforts, including instructing its employees and others who have had access to such information, to keep confidential and not to use any such information, unless such information is now, or is hereafter disclosed, through no act, omission or fault of such Party, in any manner making it available to the general public.

- 16.6 Governing Law.** This Agreement shall be governed by the domestic laws of the State of Wisconsin without reference to conflict of law provisions. Notwithstanding the foregoing, the Parties may seek resolution of disputes under this Agreement by the FCC, the Commission, or Wisconsin state court or federal court, as appropriate.
- 16.7 Taxes.** Each Party purchasing services hereunder shall pay or otherwise be responsible for all federal, state, or local sales, use, excise, gross receipts, transaction or similar taxes, fees or surcharges levied against or upon such purchasing Party (or the providing Party when such providing Party is permitted to pass along to the purchasing Party such taxes, fees or surcharges), except for any tax on either Party's corporate existence, status or income. Whenever possible, these amounts shall be billed as a separate item on the invoice. To the extent a sale is claimed to be for resale tax exemption, the purchasing Party shall furnish the providing Party a proper resale tax exemption certificate as authorized or required by statute or regulation by the jurisdiction providing said resale tax exemption. Failure to timely provide such sale for resale tax exemption certificate will result in no exemption being available to the purchasing Party.
- 16.8 Assignment.** This Agreement shall be binding upon the Parties and shall continue to be binding upon all such entities regardless of any subsequent change in their ownership. Each Party covenants that, if it sells or otherwise transfers to a third party, unless the Party which is not the subject of the sale or transfer reasonably determines that the legal structure of the transfer vitiates any such need, it will require as a condition of such transfer that the transferee agree to be bound by this Agreement with respect to services provided over the transferred facilities. Except as provided in this paragraph, neither Party may assign or transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to a third party without the prior written consent of the other Party which consent will not be unreasonably withheld; provided that either Party may assign this Agreement to a corporate Affiliate or an entity acquiring all or substantially all of its assets or equity by providing prior written notice to the other Party of such assignment or transfer. Any attempted assignment or transfer that is not permitted is void ab initio. Without limiting the generality of the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Parties' respective successors and assigns.
- 16.9 Non-Waiver.** Failure of either Party to insist on performance of any term or condition of this Agreement or to exercise any right or privilege hereunder shall not be construed as a continuing or future waiver of such term, condition, right or privilege.

16.10 Notices. Notices given by one Party to the other Party under this Agreement shall be in writing and shall be: (i) delivered personally; (ii) delivered by express delivery service; (iii) mailed, certified mail, return receipt requested; or (iv) delivered by telecopy to the following addresses of the Parties:

To: US Cellular
United State Cellular Corporation
Mr. Jim Naumann
Director Network Engineering
8410 W. Bryn Mawr, Suite 700
Chicago, IL 60631

To: Wood County
Wood County Telephone Company
Mr. Douglas Wenzlaff
General Manager
440 East Grand Avenue
P. O. Box 8045
Wisconsin Rapids, WI 54495-8045

Or to such other address as either Party shall designate by proper notice. Notices will be deemed given as of the earlier of: (i) the date of actual receipt; (ii) the next business day when notice is sent via express mail or personal delivery; (iii) three (3) days after mailing in the case of certified U.S. mail; or (iv) on the date set forth on the confirmation in the case of telecopy.

16.11 Publicity and Use of Trademarks or Service Marks. Neither Party nor its subcontractors or agents shall use the other Party's trademarks, service marks, logos or other proprietary trade dress in any advertising, press releases, publicity matters or other promotional materials without such Party's prior written consent.

16.12 Joint Work Product. This Agreement is the joint work product of the Parties and has been negotiated by the Parties and their respective counsel and shall be fairly interpreted in accordance with its terms. In the event of any ambiguities, no inferences shall be drawn against either Party.

16.13 No Third Party Beneficiaries; Disclaimer of Agency. This Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein expressed or implied shall create or be construed to create any third-party beneficiary rights hereunder. Except for provisions herein expressly authorizing a Party to act for another, nothing in this Agreement shall constitute a party as a legal representative or agent of the other Party; nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against, in the name of, or on behalf of the other Party, unless otherwise expressly permitted by such other Party. Except as otherwise expressly provided in this Agreement, no party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

16.14 No License. No license under patents, copyrights, or any other intellectual property right (other than the limited license to use consistent with the terms, conditions and restrictions of this Agreement) is granted by either Party, or shall

be implied or arise by estoppel with respect to any transactions contemplated under this Agreement.

16.15 Technology Upgrades. Nothing in this Agreement shall limit either Parties' ability to upgrade its network through the incorporation of new equipment, new software or otherwise, provided it is to industry standards, and that the Party initiating the upgrade shall provide the other Party written notice at least ninety (90) days prior to the incorporation of any such upgrade in its network which will materially impact the other Party's service. Each Party shall be solely responsible for the cost and effort of accommodating such changes in its own network.

16.16 Entire Agreement. The terms contained in this Agreement and any Schedules, Exhibits, tariffs and other documents or instruments referred to herein are hereby incorporated into this Agreement by reference as if set forth fully herein, and constitute the entire agreement between the Parties with respect to the subject matter hereof, superseding all prior understandings, proposals and other communications, oral or written. Neither Party shall be bound by any preprinted terms additional to or different from those in this Agreement that may appear subsequently in the other Party's form documents, purchase orders, quotations, acknowledgments, invoices or other communications. This Agreement may only be modified by a writing signed by an officer of each Party.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the dates listed below.

United States Cellular Corporation

Wood County Telephone Company

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____